ANNO DECIMO QUINTO

VICTORIÆ REGINÆ.

****

Cap. lxx.

An Act for better supplying with Water the Town of *Ulverston* in the County of *Lancaster*, and for other Purposes. [17th *June* 1852.]

WHEREAS the Town of *Ulverston* in the County of *Lancaster*, and the Parts adjacent thereto, are not at present sufficiently supplied with Water, and the making of Waterworks for effectually supplying the same, and for watering the Streets, and for flushing the Sewers of the Town now existing and hereafter to be constructed, would be of great Benefit: And whereas the Parties herein-after named are willing to construct and maintain such Waterworks, if authorized by Parliament so to do: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Interpretation of Terms.

I. In construing this Act the Words and Expressions following shall have the several Meanings hereby assigned to them, unless

there be something in the Subject or Context repugnant to such Construction; that is to say,

"The Lands Clauses Consolidation Act, 1845," "The Companies Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," shall be incorporated with this Act:

The Expression "Quarter Sessions" in this and the said incorporated Acts shall be construed to mean the Quarter Sessions for the County of *Lancaster*.

Limits of Act.

II. The Limits of this Act shall be the Town of *Ulverston* and the Parts adjacent thereto.

Subscribers incorporated.

III. *James Davis*, *Thomas Roper*, *John Bridson Smith*, *Stephen Soulby*, *William Sandbach*, *George Gibson*, *John Whitwell*, *Thomas Town*, and *John Mann*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of supplying with Water the Inhabitants, Buildings, Lands, Shipping, Roads, Streets, Sewers, and all other Purposes for which Water may be made available within the said Limits, and for making Waterworks for that Purpose, together with all proper Works and Conveniences connected therewith, according to the Provisions of this Act and the Acts incorporated herewith, and for other the Purposes herein contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Ulverston* Water Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have a Common Seal, and Power to purchase and hold Lands and Buildings for the Purposes of the said Undertaking, subject to the Provisions and Restrictions herein and in the said incorporated Acts contained.

Capital.

IV. The Capital of the Company shall be Eight thousand Pounds.

Shares.

V. The Number of Shares into which the said Capital shall be divided shall be One thousand six hundred, and the Amount of each Share shall be Five Pounds.

Calls.

VI. One Pound *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and Two Third Parts of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon any Share, and Three Months at the least shall intervene between successive Calls.

VII. It

Power to borrow Money on Mortgage.

VII. It shall be lawful for the Company to borrow on Mortgage or Bond any Sum or Sums of Money, not exceeding in the whole the Sum of Two thousand six hundred Pounds; but no Part of such Sum shall be raised until the whole of the said Capital of Eight thousand Pounds shall have been subscribed for, and One Half thereof shall have been paid up.

Power to convert Loans into Capital.

VIII. It shall be lawful for the Company at any Time, with the Consent of a Majority of the Proprietors present at any Special Meeting of which Twenty-one Days Notice shall be given in the Newspaper herein-after mentioned, to convert the said Loan into Share Capital of the Company, which shall be entitled to all the Powers, Rights, and Dividends to which the original Share Capital is by this Act entitled, and which Share Capital shall be disposed of in such Manner and to such Person or Persons as such Special Meeting shall direct.

Arrears may be enforced by the Appointment of a Receiver.

IX. It shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Principal Monies not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than One thousand Pounds in the whole.

First and other Meetings.

X. The First Ordinary Meeting of the Company shall be held within One Calendar Month next after the passing of this Act, and the subsequent Ordinary Meetings shall be held on the Third *Tuesday* in the Months of *August* and *February* respectively in every Year; and the first of such Ordinary Meetings shall be held in *Ulverston*; and all Meetings, whether ordinary or extraordinary, shall be held in *Ulverston*.

Quorum of General Meetings.

XI. The Quorum for any General Meeting of the Company shall be not less than Five Shareholders, present in Person or by Proxy, holding in the aggregate not less than One thousand Pounds in the Capital of the Company.

Extraordinary Meetings.

XII. The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be not less than Five Shareholders holding in the aggregate not less than One thousand Pounds in the Capital of the Company; and at all Meetings of the Company, whether ordinary or extraordinary, every Shareholder shall be entitled to have One Vote in respect of every Share which he shall hold in the said Undertaking.

XIII. Sub-

Number and Qualification of Directors.

XIII. Subject to the Provisions herein contained for reducing the Number of Directors, the Number of Directors shall be Six, and the Qualification of a Director shall be the Possession in his own Right of as many Shares as shall represent Fifty Pounds of the Capital of the Company.

Power to vary the Number of Directors.

XIV. It shall be lawful for the Company from Time to Time to reduce the Number of Directors of the Company, but the whole Number of Directors after any such Reduction shall not be less than Four.

First Directors.

XV. *James Davis*, *Thomas Roper*, *John Bridson Smith*, *William Turner*, *John Whitwell*, and *John Mann* shall be the First Directors of the Company.

Committees of Directors.

XVI. The Number of Directors of which Committees appointed by the Directors shall consist shall be not less than Three nor more than Five, and the Quorum of each such Committee shall be Two.

Newspaper for Insertion of Advertisements.

XVII. The Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be the *Ulverston Advertiser*, or some other Paper circulating in the Neighbourhood of *Ulverston*.

Power to make Waterworks according to deposited Plan.

XVIII. Whereas a Plan and Section showing the Line and Levels of the Waterworks, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands and Streams in or through which the same are intended to be made or to pass, have been deposited with the Clerk of the Peace for the County of *Lancaster:* It shall be lawful for the Company, except as herein-after mentioned, subject to the Provisions and Restrictions in this and the incorporated Acts contained, to make and maintain the said Waterworks in the Line and on the Levels and upon the Lands delineated on the said Plan and described in the said Book of Reference, and to enter upon, take, and use such of the Lands, Buildings, Streams, and Waters mentioned in the said Plan and Book of Reference as shall be necessary for that Purpose, or to agree for a Lease of such Lands, Buildings, and Streams, and to take therefrom such Water as the Company may require for the Purposes of this and the said incorporated Acts: Provided always, that in constructing the said Works the Company may deviate to any Extent from the said Line and Levels, not exceeding the Limits of Deviation shown on the said Plans, and Five Feet from the said Levels; provided also, that the Embankment to the impounding Reservoir shall be made on the Spot

Spot shown on the said Plan as the proposed Site of such Embankment, and it shall not be lawful for the Company to make such Reservoir of greater Extent than Six Acres, or of greater Depth from the Bottom of the Valley than Forty-five Feet, nor to make the following Works described on the said Plan, anything hereinbefore contained to the contrary notwithstanding; (that is to say,) a certain Line of Pipes to divert the Water from *Dragley Beck* into the *Ulverstone* Canal, and the Works connected therewith; and a certain Line of Pipes from *Pennington Mill* to *Low Field House*, and the Works connected therewith.

Period within which Works are to be completed.

XIX. The Waterworks shall be completed within Three Years from the passing of this Act, and on the Expiration of such Period the Powers by this and the said incorporated Acts granted to the Company for executing such Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Waterworks as shall then be completed.

Fireplugs to be within 200 Yards of each other.

XX. The Distance of the Fireplugs to be fixed in pursuance of this and the said Waterworks Clauses Act from each other shall not exceed Two hundred Yards.

Bore of Service Pipes.

XXI. The Bore of any Service Water Pipe to be laid by any Inhabitant by virtue of the Provisions of this Act or any Act incorporated herewith shall not exceed Half an Inch, except with the Consent of the Company.

As to Compensation to the Owner of Low Mill.

XXII. Provided always, That before the Company shall abstract any Water from *Pennington Beck* for the Purposes of this Act they shall pay to *Philip Hartley* of *Low Mill*, his Heirs or Assigns, the Sum of Three hundred Pounds; and if the Company shall abstract or take from and out of the said Stream in any Twenty-four Hours, reckoned from Midnight, any Quantity of Water over and above Three hundred thousand Gallons and not exceeding Four hundred and fifty thousand Gallons, the said Company shall, upon the Abstraction or taking of any such additional Quantity of Water, pay the additional Sum of Two hundred Pounds to the said *Philip Hartley*, his Heirs or Assigns, making altogether the Sum of Five hundred Pounds; and provided further, that if the said Company shall abstract or take from and out of the said Stream in any Twenty-four Hours, reckoned as aforesaid, any Quantity of Water over and above the said Quantity of Four hundred and fifty thousand Gallons and not exceeding Six hundred thousand Gallons, the said Company shall, upon the Abstraction of any such additional Quantity of Water, pay to the said *Philip Hartley* the further Sum of One hundred Pounds, making altogether the Sum of Six hundred Pounds:

Provided nevertheless, that it shall not be lawful for the said Company in any Case or upon any Pretence whatever, in any Twenty-four Hours, reckoned from Midnight, to abstract or take from and out of the said Stream called *Pennington Beck* any Quantity of Water exceeding the said Quantity of Six hundred thousand Gallons.

Gauges to be fixed.

XXIII. The Company shall, previously to the taking, abstracting, or diverting any Water from the said Stream called *Pennington Beck*, at their own Expense, cause to be constructed and put up, and shall from Time to Time maintain and keep in good Order and Repair, a proper Gauge or proper Gauges for ascertaining the Quantity of Water which shall from Time to Time be taken, abstracted, or diverted from the said *Pennington Beck* for the Purposes of this Act, and for limiting and regulating the Quantity and Flow of the Water so to be taken, altered, or diverted, which Gauge or Gauges shall be constructed and put up in such Manner and at such Place or Places as shall be best adapted for securing to the Company the free and uninterrupted Flow of the Water intended to be taken, abstracted, or diverted for the Purposes of this Act; and the Place or Places at and the Mode and Form in which such Gauge or Gauges shall be so constructed and put up shall be determined by a competent Engineer, to be agreed upon by the Company and the said *Philip Hartley*, his Heirs or Assigns, or in case of Difference as to such Engineer between the said Company and the said *Philip Hartley*, his Heirs or Assigns, then the same shall be determined by an Engineer to be named by the President for the Time being of the Institution of Civil Engineers; and the said *Philip Hartley*, his Heirs and Assigns, shall have free Access to such Gauge or Gauges at all reasonable Times; and no Alteration shall be made by the Company in any such Gauge or Gauges until the Company shall have given to the said *Philip Hartley*, his Heirs or Assigns, or left at the Dwelling House attached to the said Mill, Fourteen Days previous Notice of the Intention of the Company to make every such Alteration.

Penalty in case of Default.

XXIV. That if the Company shall take or abstract for the Purposes of this Act, during any Twenty-four Hours, reckoned from Midnight, from and out of the said Stream called *Pennington Beck* otherwise *Dragley Beck*, any greater Quantity of Water than Six hundred thousand Gallons, or shall not pay to the said *Philip Hartley*, his Heirs or Assigns, upon the Taking, Diversion, or Abstraction of any of the Quantities of Water herein-before mentioned, the Sum or Sums of Money respectively or from Time to Time due and payable for and in respect of any such Taking, Diversion, or Abstraction, in the Manner herein-before provided for, then and in any and every such Case the Company shall for any and every such Act

or

or Nonpayment as aforesaid from Time to Time forfeit and pay to the said *Philip Hartley*, his Heirs or Assigns, the Sum of Twenty Pounds, and also the further Sum of Two Pounds for every Day during which such Act or Nonpayment continues; and such Penalty shall be in addition to any Compensation which the said *Philip Hartley*, his Heirs or Assigns, may from Time to Time recover in respect of any special Damage occasioned by any such Act or Nonpayment.

As to Supply of Water to the Ulverston Canal Company.

XXV. Whereas the Company of Proprietors of the *Ulverston* Canal Navigation claim to have certain Rights in, over, or in respect of the said Stream called *Pennington Beck* and *Dragley Beck*: Be it enacted, That the Company shall, if required by the said Company of Proprietors, at any Time within Six Months after the passing of this Act, at their own Costs and Charges up to the Property of the Canal Company, supply and deliver to the said Company of Proprietors Two hundred and seventy thousand Gallons of Water daily for the Use and Purposes of the said Canal, at or for such Price or Prices and at such Place and in such Manner as shall be mutually agreed upon between the said Companies, or, in case they cannot agree, as shall be settled by an Arbitrator, to be mutually agreed upon between them, or in case they cannot agree upon an Arbitrator, then by some competent Civil Engineer to be named by the President for the Time being of the Institution of Civil Engineers.

Penalty in case of Default in supplying Ulverston Canal Company.

XXVI. If the Company shall at any Time hereafter fail to supply or deliver to the said Company of Proprietors of the *Ulverston* Canal Navigation the full Quantity of Water as herein-before directed and provided, then the Company (unless their Failure be occasioned by Frost or any other Cause beyond the Control of the Company) shall for every such Failure or Default forfeit and pay to the said Company of Proprietors of the *Ulverston* Canal Navigation the full Sum of Twenty Pounds, and also the further Sum of Two Pounds for every Day during which such Failure or Default continues.

Saving Rights of the Ulverston Canal Company.

XXVII. Provided always, That, except as is herein-before provided, nothing in this Act contained shall extend to alter, affect, or in any way diminish, take away, or interfere with the Property, Privileges, Rights, Claims, Powers, and Authorities now vested in or enjoyed by the said Company of Proprietors of the *Ulverston* Canal Navigation.

As to Supply of Water to Furness and Ulverston and Lancaster Rail-

XXVIII. The Company shall, if and when required by the *Furness* Railway Company and the *Ulverston and Lancaster* Railway Company, or either of them, at any Time after the Company shall have commenced supplying Water, furnish to the Railway Company so

way Companies.

so applying, at a Point to be fixed by such Railway Company within the Limits of this Act, any Amount of Water that may be required by them or either of them, for the Purposes of their Stations, at a Rate that shall not be higher than any Railway Company whose Railway is wholly or partly situated in the County of *Lancaster* shall be paying to any Waterworks Company in the same County for Water, within One Month after the Company shall have commenced supplying Water; provided always, that such Supply shall not be required for a shorter Period than Three Years; or either of the said Companies may, if they think proper, require a Supply not exceeding Twenty thousand Gallons of Water *per* Day, to be delivered at One of their Stations situated within the Limits of this Act, for the Purposes of such Station, for the Sum of Twenty Pounds *per Annum;* and the other of the said Companies may, if they think proper, require a Supply not exceeding Twenty thousand Gallons for the like Purposes, to be furnished at One of their Stations, for the Sum of Twenty Pounds *per Annum;* or if the said Railway Companies shall construct a joint Station within the Limits of this Act, they may, if they shall think proper, require the Company to provide a Supply of Water not exceeding Forty thousand Gallons for the Station Purposes of the Two Companies, for the Sum of Forty Pounds *per Annum*.

Penalty for Failure in supplying Railway Companies.

XXIX. If the Company shall, at any Time after they shall have commenced supplying Water to either of the said Railway Companies, fail to supply to that Railway Company the Quantity of Water which the Company shall for the Time being be bound, whether by this Act or by Agreement between the Two Companies, to supply to that Railway Company, then the Company (unless their Failure be occasioned by Drought, Frost, Accident, or other Cause beyond the Control of the Company,) shall for every such Offence forfeit and pay to that Railway Company the full Sum of Twenty Pounds, and also the further Sum of Two Pounds for every Day during which such Failure continues.

Rate at which Water is to be supplied for domestic Purposes.

XXX. The Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street in which any Pipe of the Company shall be laid, or on the Application of any Person who, under the Provisions of this Act, or any Act incorporated herewith, shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for domestic Use, at Rates not exceeding the Rates herein-after specified; (that is to say,)

If there be no Watercloset or private Bath in or appurtenant to the Dwelling House to be supplied with Water, then at and after

after a Rate not exceeding Seven Pounds *per Centum per Annum* on the annual Rackrent or Value of such Dwelling House:

If there be a Watercloset or Waterclosets, or private Bath or private Baths in such Dwelling House, then, in addition to the Rates computed as above specified, the following Rates shall be payable; (that is to say,)

Where the annual Rent or Value of the Dwelling House or Premises so supplied with Water does not exceed Ten Pounds *per Annum*, for One Watercloset or private Bath the Sum of Four Shillings *per Annum*; and for each additional Watercloset or private Bath, if more than One, the Sum of Two Shillings *per Annum*:

Where such Rent or Value shall exceed Ten Pounds *per Annum* and shall not exceed Twenty Pounds *per Annum*, for One Watercloset or private Bath the Sum of Six Shillings *per Annum*; and for each additional Watercloset or private Bath, if more than One, the Sum of Three Shillings *per Annum*:

Where such Rent or Value shall exceed Twenty Pounds *per Annum* and shall not exceed Forty Pounds *per Annum*, for One Watercloset or private Bath the Sum of Eight Shillings *per Annum*; and for each additional Watercloset or private Bath, if more than One, the Sum of Four Shillings *per Annum*:

Where such Rent or Value shall exceed Forty Pounds *per Annum* and shall not exceed Eighty Pounds *per Annum*, for One Watercloset or private Bath the Sum of Ten Shillings *per Annum*; and for each additional Watercloset or private Bath, if more than One, the Sum of Five Shillings *per Annum*:

Company in certain Cases not compelled to supply Waterclosets, &c.

Provided always, that the Company shall not be compelled to supply with Water any Watercloset or private Bath, or the Apparatus or Pipes connected therewith, unless the same shall be so constructed and used as to prevent the Waste or undue Consumption of the Water of the Company, and the Return of foul Air and other noisome or impure Matter into the Mains or Pipes belonging to or connected with the Mains or Pipes of the Company, nor unless such private Bath shall be so constructed as to contain, when filled for Use, not more than Seventy Gallons of Water.

What shall be deemed domestic Purposes.

XXXI. A Supply of Water for domestic Purposes shall not include a Supply of Water for Horses, Cattle, or washing Carriages, (except when the Rental of the House and Premises amounts to the Sum of Fifty Pounds and upwards,) or for any Trade, Manufacture, or Business whatsoever, or for watering Gardens cultivated for the Purposes

poses of Trade or public Resort, or for Fountains, or for any ornamental Purposes whatsoever.

Expenses of Act.

XXXII. All the Costs, Charges, and Expenses of and incident to the passing of this Act and preparatory thereto shall be paid by the Company out of the first Monies which shall come to their Hands, and in preference to any other Payment whatsoever.

Short Title.

XXXIII. The Short Title of this Act shall be "The *Ulverston* Waterworks Act, 1852," which shall be a sufficient Description thereof in all Documents and for all Purposes.

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